

EXHIBIT 8



IMPALA
PARTNERS

June 1, 2007

Christine Schubert, Esq.
10 Teaberry Drive
Medford, NJ 08055-3608

Re: Winstar Holdings, LLC and IDT Corp. v. Impala Partners, LLC et al.

Dear Christine:

As you know, IDT commenced a lawsuit in New York Supreme Court against Impala Partners, the Blackstone Group LP and Citicorp in connection with the sale of certain of Winstar's assets to IDT in December, 2001. Pursuant to Impala's retention arrangement with Winstar, Winstar agreed to indemnify Impala against any losses, claims, damages or liabilities brought by any third-party arising out of the services provided by Impala to Winstar. Impala has retained Herrick Feinstein LLP to represent it in the above-referenced litigation.

I would appreciate it if you could confirm that Winstar will indemnify Impala, including but not limited to, payment of legal fees in connection with the above-referenced litigation.

Very truly yours,

Paul A. Street

cc: Stephen Rathkopf

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Yosef J. Riemer
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June 4, 2007

By Federal Express and U.S. Mail

Timothy R. Graham
Executive Vice President
Winstar Communications, Inc.
Winstar Wireless, Inc.
685 Third Avenue
Suite 3100
New York, New York 10017

Christine Shubert
Trustee, Winstar Communications, Inc.
Fox Rothschild LLP
919 North Market Street
Suite 1300
P.O. Box 2323
Wilmington, Delaware 19899-2323

Re: Notification of Indemnification

Dear Mr. Graham and Ms. Shubert:

Pursuant to Attachment A to the Agreement dated July 26, 2001 between The Blackstone Group L.P. ("Blackstone"), Winstar Communications, Inc., Winstar Wireless, Inc., and their affiliates, I write today to inform you of our receipt, on May 22, 2007, of a complaint commencing an action against Blackstone in Supreme Court for the County of New York. For your convenience, I am enclosing a copy of the aforementioned Agreement, Attachment A thereto, and the complaint. The case has now been removed by Impala Partners from Supreme Court to the United States District Court for the Southern District of New York, and we anticipate that a motion will be filed shortly requesting a transfer of venue back to the federal courts in Delaware.

Please consider this letter to be notification to you of our intention to enforce our contractual right to indemnification for any losses, claims, damages, expenses and liabilities that already have been or in the future will be incurred by Blackstone in connection with this suit.

Plaintiffs in this action, *Winstar Holdings, LLC & IDT Corp. v. The Blackstone Group, L.P.; Impala Partners, LLC; & Citicorp*, No. 601582/07, allege that Blackstone, in its advisory role

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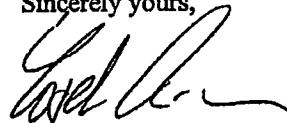
KIRKLAND & ELLIS LLP

June 4, 2007

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during the asset sale of Winstar Communications, Inc. ("Old Winstar"), conspired with the other defendants to defraud Plaintiffs by making material misrepresentations about the status of Old Winstar's business. Specifically, Plaintiffs bring claims for fraud, aiding and abetting fraud, negligent misrepresentation, negligence, and civil conspiracy. As these allegations arise out of Blackstone's engagement under the July 26, 2001 Agreement they are within the scope of the Indemnification Agreement attached thereto.

Sincerely yours,



Yosef J. Riemer